

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

DASSAULT SYSTÈMES
SOLIDWORKS CORPORATION,
and
DASSAULT SYSTÈMES, S.A.

Plaintiff,

- v. -

RRTECH DEVELOPMENT LLC,
JEAN-FRANCOIS ROY,

Defendants.

Index No.:

COMPLAINT

Jury Trial Demanded

Plaintiff Dassault Systèmes SolidWorks Corporation (“DS SolidWorks”) and Plaintiff Dassault Systèmes, S.A. (“DS”), (collectively “Plaintiffs” or “Dassault”) by its undersigned counsel as and for its Complaint against Defendant RRTech Development LLC (“RRTech”), Defendant Jean-Francois Roy (“Roy”) (collectively, “Defendants”) hereby alleges as follows:

NATURE OF THE ACTION

This is a copyright infringement, circumvention of technological measures, and Massachusetts Common Law breach of contract action arising out of RRTech’s and Roy’s unauthorized and willful use and copying of DS SolidWorks’ SOLIDWORKS software package and DS’s CATIA software package.

THE PARTIES

1. Plaintiff DS SolidWorks is a Delaware corporation, having a principal place of business at 175 Wyman Street, Waltham, MA 02451-1223.

2. Plaintiff DS is a French corporation, having a principal place of business at 10 Rue Marcel Dassault, Velizy-Villacoublay, 78140, France.

3. On information and belief, Defendant RRTech is a Michigan limited liability company having a principal place of business at 881 Stewart Avenue, Lincoln Park, MI 48146.

4. On information and belief, Defendant Roy is an adult individual residing at 881 Stewart Avenue, Lincoln Park, MI 48146.

JURISDICTION AND VENUE

5. This action arises under 17 U.S.C. § 101 et seq. for infringement of copyrights owned by DS SolidWorks.

6. This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a). This Court has subject matter jurisdiction over the state law claim pursuant to 28 U.S.C. §1367(a).

7. This Court has personal jurisdiction over RRTech because, among other things, RRTech resides in and transacts business in Michigan and in this judicial district.

8. This Court has personal jurisdiction over Roy because, among other things, Roy is the CEO and owner of RRTech and is a resident of Michigan, also residing within this judicial district.

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2), 1391(c)(2), 1391(d), and 1400(a).

BACKGROUND

Dassault and the Copyrighted Works

10. DS SolidWorks is the creator, author, and owner of the software code for the SOLIDWORKS software package, which is a computer-aided design (“CAD”) software package.

11. DS SolidWorks has created, authored, and is the owner of various “releases” of SOLIDWORKS, each building upon the prior release.

12. DS SolidWorks owns many copyright registrations for the SOLIDWORKS software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

Registration Number	Registration Name
TX 0005225647	SolidWorks 2000
TX 0005666476	SOLIDWORKS 2001 PLUS
TX 0005725523	SOLIDWORKS 2003
TX 0008540002	SOLIDWORKS 2018
TX 0008895494	SOLIDWORKS 2019
TX 0009112305	SOLIDWORKS 2021
TX 0009277249	SOLIDWORKS 2023

Table 1

13. DS is the creator, author, and owner of the software code for CATIA, which is a CAD and computer-aided manufacturing (“CAM”) software package.

14. DS has created, authored, and is the owner of various “releases” of CATIA, each building upon the prior release.

15. DS owns many copyright registrations for the CATIA software package, including the registrations in Table 2 below, also attached as Exhibit 2, hereto.

Registration Number	Registration Name
TX 0007463511	CATIA V5 R17
TX 0007468180	CATIA V5 R18
TX 0007485489	CATIA V5 R19
TX 0008372404	CATIA V5-6R2016 (CATIA V5 R26)
TX 0009063226	CATIA V5- 6R2018

Table 2

Detection of Infringement by Defendants

16. Both SOLIDWORKS and CATIA software incorporate detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the SOLIDWORKS and CATIA software and transmits identifying data to Dassault over the internet when such unauthorized uses occur.

17. Through its monitoring technology, Dassault detected at least 644 uses of unlicensed and unauthorized copies of the SOLIDWORKS and CATIA software on at least two different computers having Media Access Control (“MAC”) addresses as shown below in Table 3 (the “Computers”).

Computer	Mac Addresses	Unauthorized Software
1	782b46c4eac4 782b46c4eac3 78d29437c9a1 7446a0a12d61	CATIA V5-6R2016 (CATIA V5 R26) SOLIDWORKS 2018 SOLIDWORKS 2019 SOLIDWORKS 2021
2	e0d4e89f2244 e0d4e89f2243 c8d9d20ebe4c e0d4e89f2247 782b46c4eac3 44a56e545606 5cf37087c4f5	CATIA V5-6R2018 SOLIDWORKS 2021 SOLIDWORKS 2023

Table 3

Computer 1

18. Through its monitoring technology, Dassault detected that 172 of the 644 unlicensed and unauthorized uses of SOLIDWORKS and CATIA software occurred on Computer 1.

19. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 29 of the above-referenced 172 uses of the unlicensed and unauthorized copies of SOLIDWORKS and CATIA software occurred on Computer 1 while the computer was physically located at the address 811 Stewart Avenue, Lincoln Park, MI 48146.

20. Roy resides at 811 Stewart Avenue, Lincoln Park, MI 48146.

21. Roy used Computer 1.

22. Roy has used unauthorized and unlicensed copies of SOLIDWORKS and CATIA software on Computer 1.

23. Roy is the CEO and Owner of RRTech.

24. RRTech's registered address is 811 Stewart Avenue, Lincoln Park, MI 48146.

25. Roy, RRTech's employees, or other persons under the control of RRTech used unauthorized and unlicensed copies of CATIA and SOLIDWORKS to do work for RRTech.

Computer 2

26. Through its monitoring technology, Dassault detected that 472 of the above-referenced 644 uses of the unlicensed and unauthorized copies of the SOLIDWORKS and CATIA software occurred on Computer 2.

27. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 443 of the above-referenced 472 uses of the unlicensed and unauthorized copies of SOLIDWORKS and CATIA software occurred on Computer 2 while the computer was physically located at the address 811 Stewart Avenue, Lincoln Park, MI 48146.

28. Roy resides at 811 Stewart Avenue, Lincoln Park, MI 48146.

29. Through its monitoring technology, Dassault detected that an email address with the domain name "rrtechdevelopment.com" was used on Computer 2.

30. The URL “rrtechdevelopment.com” previously directed to RRTech’s Website. *See* <http://web.archive.org/web/20230221065159/https://www.rrtechdevelopment.com/>.

31. Roy sends and receives email via an email address with the email domain “rrtechdevelopment.com”

32. Roy used Computer 2.

33. Roy used unlicensed and unauthorized copies of SOLIDWORKS and CATIA on Computer 2.

34. RRTech’s employees or persons under its control send and receive email via an email address with the email domain “rrtechdevelopment.com.”

35. RRTech used Computer 2.

36. RRTech used unlicensed and unauthorized copies of SOLIDWORKS and CATIA on Computer 2.

Infringement, Circumvention, and Breach by RRTech, and Roy

37. The Computers are owned by at least one of the Defendants.

38. Roy maintains an Upwork advertisement for freelance labor stating that he is a “Senior Mechanical Engineer” and that he “has strong experience in 3D Technical Design.” *See* <https://www.upwork.com/freelancers/~0172e2d8ec261d047b>; Exhibit 3, attached hereto.

39. Dassault's SOLIDWORKS and CATIA software packages are frequently used by 3D technical designers.

40. Roy's Upwork advertisement states "Drafting: CATIA V5, Solidworks".

41. RRTech's website stated "RRTech Development Specialized in 3D printing Services... We also offer design support." *See* <http://web.archive.org/web/20230221065159/https://www.rrtechdevelopment.com/>; Exhibit 4, attached hereto.

42. SOLIDWORKS and CATIA are used by companies offering 3D printing services and design support.

43. Defendants do not have a license to use SOLIDWORKS

44. Defendants do not have a license to use CATIA.

45. The Computers have been used by at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech.

46. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech downloaded one or more copies of SOLIDWORKS from the internet.

47. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed one or more copies of SOLIDWORKS on the Computers.

48. During the installation process of SOLIDWORKS, a link to a License Agreement is displayed on the screen of the computer. A copy of the SOLIDWORKS License Agreement is attached as Exhibit 5, hereto.

49. The SOLIDWORKS License Agreement states that “...installing and using [SOLIDWORKS]...will signify your agreement to be bound by these terms and conditions.” Exhibit 5 at 2/45.

50. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed and used SOLIDWORKS on the Computers, thereby accepting to be bound by the terms and conditions of the SOLIDWORKS License Agreement.

51. One of the terms and conditions of the SOLIDWORKS License Agreement is that the SOLIDWORKS software cannot be loaded or used in any computer, nor can it be copied, without a right to do so from DS SolidWorks: “You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from DS.” *Id.*, at 2/45.

52. The SOLIDWORKS License Agreement gives permission to a user to install and use one (1) copy of SOLIDWORKS if the license fee for a single-user license of SOLIDWORKS has been paid for such copy: “If you have paid the license fee for a single-user license of [SOLIDWORKS], this Agreement permits

you to install and use one (1) copy of [SOLIDWORKS] on any single computer.”

Id., at 3/45.

53. But Defendants did not pay the license fee for the copies of SOLIDWORKS that were installed.

54. Therefore, Defendants do not have authorization from DS SolidWorks to launch (execute) and/or use SOLIDWORKS for the above referenced unlicensed and unauthorized uses.

55. Additional terms and conditions of the SOLIDWORKS License Agreement include that (i) use of SOLIDWORKS without the required lock device or authorization key provided by DS SolidWorks is prohibited, and (ii) the user is prohibited from taking steps to avoid or defeat the license authorization key mechanism for controlling access to SOLIDWORKS: “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of [SOLIDWORKS] without any required lock device or authorization key provided by DS [SolidWorks] is prohibited.” *Id.*, at 24/45.

56. Through its monitoring technology, DS SolidWorks detected the signature of the SolidSquad (SSQ) crack, a program used to defeat the purposes of DS SolidWorks' access control measures.

57. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech ran the SolidSquad (SSQ) crack on the Computers following the installation of SOLIDWORKS.

58. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech launched (executed) and/or used one or more unlicensed and unauthorized copies of SOLIDWORKS on the Computers.

59. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech have been using DS SolidWorks's SOLIDWORKS software packages without authorization or permission from DS SolidWorks.

60. At least one of Roy, employees of RRTech , and/or persons under the control of Roy and/or RRTech downloaded one or more copies of CATIA from the internet.

61. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed one or more copies of CATIA on the Computers.

62. Through its monitoring technology, DS detected that a crack program was used on the CATIA software used in the above mentioned unauthorized and unlicensed use of CATIA software.

63. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech ran a crack program on the Computers following the installation of CATIA.

64. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech launched (executed) and/or used one or more unlicensed and unauthorized copies of CATIA on the Computers.

65. Defendants did not have authorization from DS to launch (execute) and/or use CATIA for the above referenced unlicensed and unauthorized uses.

66. RRTech received a direct financial benefit from the use of SOLIDWORKS and CATIA by at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech.

Notice of Infringement to Defendants Roy and RRTech

67. On or around December 30, 2021, Dassault contacted Roy, RRTech's CEO and Owner, regarding the possibility of resolving RRTech's unauthorized use of DS's CATIA and SOLIDWORKS software packages on the Computers via email. No resolution has been reached. Emails from these communications are attached as Exhibit 6, hereto.

68. Despite these communications, Roy and RRTech continued to use unauthorized and unlicensed copies of SOLIDWORKS and CATIA at least until October 2023.

COUNT I

FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

A. Infringement of SolidWorks

69. Dassault repeats and incorporates herein each of the preceding paragraphs.

70. SOLIDWORKS, including SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2023, is an original work of DS SolidWorks and is protectable by the copyright laws of the United States.

71. DS SolidWorks owns all rights and title to the copyrights for SOLIDWORKS.

72. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech downloaded the SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2023 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without authorization or permission from DS SolidWorks.

73. Subsequently to downloading a copy of SOLIDWORKS, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed, executed, and used the SOLIDWORKS software on one or more computers without authorization or permission from DS SolidWorks.

74. Each time at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed SOLIDWORKS, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS SolidWorks.

75. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed SOLIDWORKS at least on the Computers.

76. By making unauthorized copies of SOLIDWORKS as described above, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech infringed and violated (directly or indirectly) DS SolidWorks's copyrights in SOLIDWORKS and the SOLIDWORKS Copyright Registrations, including at least DS SolidWorks's exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

77. Upon information and belief, RRTech received a direct financial benefit from the above-described infringement of DS SolidWorks's copyrights.

78. At least one of RRTech's or Roy's infringement and violation of DS SolidWorks's copyrights has been knowing and willful.

79. DS SolidWorks has been damaged by the aforementioned infringement.

B. Infringement of CATIA

80. Dassault repeats and incorporates herein each of the preceding paragraphs.

81. CATIA, including CATIA V5-6R2016 (CATIA V5 R26) and CATIA V5- 6R2018, is an original work of DS and is protectable by the copyright laws of the United States.

82. DS owns all rights and title to the copyrights for CATIA.

83. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech downloaded the CATIA V5-6R2017 (CATIA V5 R27) and CATIA V5- 6R2018 releases of the CATIA software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the CATIA software without authorization or permission from DS.

84. Subsequently to downloading a copy of CATIA, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed, executed, and used the CATIA software on one or more computers without authorization or permission from DS.

85. Each time at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed CATIA, at least one of Roy,

employees of RRTech, and/or persons under the control of Roy and/or RRTech caused a computer to copy the CATIA software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS.

86. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed CATIA at least on the Computers.

87. By making unauthorized copies of CATIA as described above, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech infringed and violated (directly or indirectly) DS's copyrights in CATIA and the CATIA Copyright Registrations, including at least DS's exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

88. Upon information and belief, RRTech received a direct financial benefit from the above-described infringement of DS's copyrights.

89. At least one of RRTech's or Roy's infringement and violation of DS's copyrights has been knowing and willful.

90. DS has been damaged by the aforementioned infringement.

COUNT II

CIRCUMVENTION OF TECHNOLOGICAL MEASURES
(17 U.S.C. § 1201)

A. Circumvention of SolidWorks Technological Measures

91. Dassault repeats and incorporates herein each of the preceding paragraphs.

92. SOLIDWORKS includes technological measures that effectively control access to the SOLIDWORKS software, including a requirement during installation to input an authorized License Key provided by DS SolidWorks to properly-licensed users of SOLIDWORKS to “unlock” SOLIDWORKS and thereby allow the installation, subsequent use of, and access to SOLIDWORKS.

93. Neither RRTech nor Roy received an authorized License Key from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

94. Upon information and belief, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech circumvented the technological measures incorporated in SOLIDWORKS to gain access to SOLIDWORKS by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of SOLIDWORKS.

95. Upon information and belief, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech used a

SolidSquad (SSQ) crack signature to avoid, bypass, deactivate, or otherwise impair such technological measures.

96. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to SOLIDWORKS, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech have violated 17 U.S.C. § 1201.

97. Each time at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech used SOLIDWORKS modified by the SolidSquad (SSQ) crack, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech violated 17 U.S.C. § 1201 by avoiding, bypassing, deactivating, or otherwise impairing SOLIDWORKS' technological measures.

98. Upon information and belief, RRTech received a direct financial benefit from the above-described circumvention.

99. DS SolidWorks has been damaged by at least one of RRTech's, or Roy's above-described actions.

B. Circumvention of CATIA's Technological Measures

100. Dassault repeats and incorporates herein each of the preceding paragraphs.

101. CATIA includes technological measures that effectively control access to the CATIA software, including a requirement during installation to input an authorized License Key provided by DS to properly-licensed users of CATIA to “unlock” CATIA and thereby allow the installation, subsequent use of, and access to CATIA.

102. Neither RRTech nor Roy received an authorized License Key from DS for the above referenced unlicensed and unauthorized uses of CATIA.

103. Upon information and belief, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech circumvented the technological measures incorporated in CATIA to gain access to CATIA by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of CATIA.

104. Upon information and belief, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech used a crack program to avoid, bypass, deactivate, or otherwise impair CATIA's technological measures.

105. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to CATIA, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech have violated 17 U.S.C. § 1201.

106. Each time at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech used CATIA modified by the crack program, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech violated 17 U.S.C. § 1201 by avoiding, bypassing, deactivating, or otherwise impairing CATIA's technological measures.

107. Upon information and belief, RRTech received a direct financial benefit from the above-described circumvention of and CATIA's technological measures.

108. DS has been damaged by at least one of RRTech's or Roy's above-described circumvention.

COUNT III

BREACH OF CONTRACT
(Massachusetts Common Law)

109. Dassault repeats and incorporates herein each of the preceding paragraphs.

110. The installation of SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2023 requires the user to accept the terms of the SOLIDWORKS License Agreement. *See* Ex. 5.

111. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech accepted the SOLIDWORKS License agreement when they installed SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2022.

112. The SOLIDWORKS License Agreement states “[i]f you have paid the license fee for a single-user license fee for a single-user license of [SOLIDWORKS], this Agreement permits you to install and use one (1) copy of [SOLIDWORKS] on any single computer.” Ex. 5, at 3/45.

113. Neither RRTech nor Roy paid the license fee for the above-mentioned unauthorized and unlicensed uses.

114. By installing and/or using SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2023 on the Computers without

paying the license fee, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech breached the SOLIDWORKS License Agreement.

115. The SOLIDWORKS License Agreement states “You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]” *Id.*, at 2/45.

116. Neither RRTech nor Roy received a right to load, use or copy SOLIDWORKS from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

117. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech downloaded the SOLIDWORKS 2018, SOLIDWORKS 2019, SOLIDWORKS 2021, and SOLIDWORKS 2023 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without a right to do so from DS SolidWorks.

118. Subsequent to downloading a copy of SOLIDWORKS, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech installed, executed, and used the SOLIDWORKS software on one or more computers without a right to do so from DS SolidWorks.

119. Each time at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed SOLIDWORKS, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without a right to do so from DS SolidWorks.

120. At least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech executed SOLIDWORKS at least on the Computers.

121. By copying SOLIDWORKS as described above, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech breached the SOLIDWORKS License Agreement by copying SOLIDWORKS without the right to do so.

122. By loading SOLIDWORKS onto the Computers, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech breached the SOLIDWORKS License Agreement by loading SOLIDWORKS without the right to do so.

123. By using SOLIDWORKS on the Computers, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech

breached the SOLIDWORKS License Agreement by using SOLIDWORKS without the right to do so.

124. The SOLIDWORKS License Agreement states “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering without any required lock device or authorization key provided by DS [SolidWorks] is prohibited.” *Id.*, at 24/45.

125. Upon information and belief, after installing SOLIDWORKS, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech ran the SolidSquad (SSQ) crack program.

126. Running the SolidSquad (SSQ) crack program is a step to avoid or defeat the purpose of the license authorization key to control access to SOLIDWORKS.

127. By running the SolidSquad (SSQ) crack program, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech breached the License Agreement.

128. DS SolidWorks did not provide RRTech and/or Roy a license authorization key for the copies of SOLIDWORKS used on the Computers by at

least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech for the above referenced unlicensed and unauthorized uses.

129. By using the SOLIDWORKS software without a license authorization key provided by DS SolidWorks, at least one of Roy, employees of RRTech, and/or persons under the control of Roy and/or RRTech breached the SOLIDWORKS License Agreement.

130. The SOLIDWORKS License Agreement states that it is to be governed by the law of the Commonwealth of Massachusetts. *Id.*, at 3/45.

131. DS SolidWorks has been damaged by the aforementioned breach.

PRAYER FOR RELIEF

WHEREFORE, Dassault prays for relief as follows:

A. For a judgment determining that RRTech and Roy have infringed Dassault's copyrights in violation of 17 U.S.C. § 501;

B. For a judgment determining that RRTech and Roy have infringed DS's copyrights in violation of 17 U.S.C. § 501;

C. For a judgment determining that RRTech and Roy have circumvented a technological measure that controls access to the SOLIDWORKS software in violation of 17 U.S.C. § 1201;

D. For a judgment determining that RRTech and Roy have circumvented a technological measure that controls access to the CATIA software in violation of 17 U.S.C. § 1201;

E. For a finding that such infringement and/or circumvention was willful;

F. For a judgment determining that RRTech and Roy have breached the SOLIDWORKS License Agreement under Massachusetts Common Law;

G. For a judgment preliminarily and permanently enjoining and restraining RRTech, including its officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them, and Roy from directly or indirectly infringing Dassault's copyrights;

H. For a judgment awarding Dassault (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of RRTech and Roy, (iii) statutory damages of \$150,000 per act of infringement, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;

I. For a judgment awarding Dassault (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of RRTech, (iii) statutory damages of \$2,500 per act of circumvention, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. § 1203;

J. For a judgment awarding Dassault any other damages to which it is entitled under statute or common law; and

K. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Dassault hereby demands a trial by jury in this action.

October 9, 2023

Respectfully Submitted,

/s/ Jeremiah Foley

Glenn E. Forbis

Jeremiah J. Foley

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